

RECOMMENDED CONDITIONS OF APPROVAL

2915 DE LA VINA STREET

MEDICAL MARIJUANA STOREFRONT COLLECTIVE DISPENSARY PERMIT

APRIL 12, 2011

In consideration of the project approval granted by City Council and for the benefit of the owner(s) and occupant(s) of the Real Property, the owners and occupants of adjacent real property and the public generally, the following terms and conditions are imposed on the use, possession, and enjoyment of the Real Property:

- A. **Approved Dispensary.** The applicant shall operate the dispensary in accordance with the application information and plans submitted to the Planning Division November 22, 2010, as updated by the plans submitted on January 6, 2011 and revised in accordance with the conditions below.
- B. **Operations Plan Revisions.** The Operations Plan shall be revised to incorporate the following requirements of Municipal Code Subsection 28.80.060.E to the satisfaction of the Planning Division prior to issuance of a building permit:
 1. **Public Nuisance.** The Operations Plan shall provide for the Management Members of the Collective Dispensary to take all reasonable steps to discourage and correct objectionable conditions that constitute a public or private nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours, if directly related to the patrons of the subject Storefront Collective Dispensary.
 2. **Loitering Adjacent to a Dispensary.** The Operations Plan shall provide that the Management Members will take all reasonable steps to reduce loitering by Collective members in public areas, sidewalks, alleys and areas surrounding the Property and adjacent premises during the business hours of the Storefront Collective Dispensary.
 3. **Trash, Litter, Graffiti.** The Operations Plan shall provide that the Management Members will keep an area which includes the sidewalks adjoining the Dispensary plus ten (10) feet beyond property lines (as well as any parking lots under the control of the Dispensary) clear of litter, debris, and trash.
 4. **Security Cameras.** The text of the Operations Plan shall be updated to reflect the provision of 13 security cameras (as shown on Sheet A-5 of the Security Plan submitted January 6, 2011).
- C. **Building Permit Required.** Within 60 days of approval, the applicant shall obtain a building permit for the tenant improvements in conformance with the plans submitted January 6, 2011, as modified by the City Building Official. Within 60 days of building permit issuance, these improvements shall be completed and shall have cleared final building inspection.
- D. **Alarm System Permit.** Applicant shall apply for an alarm system permit. Said alarm system shall be installed and registered per Municipal Code Chapter 9.100 and shall meet the requirements of the Santa Barbara Police Department.

E. **Management Requirements.** The Storefront Collective Dispensary operations shall be maintained and managed on a day-to-day basis in compliance with the operational standards and requirements of Municipal Code Section 28.80.080.

F. **Medical Marijuana Storage.** All marijuana provided to the Storefront Collective Dispensary by the Collective shall be stored in the building on site.

G. **Litigation Indemnification Agreement.** The Applicant/Owner hereby agrees to defend the City, its officers, employees, agents, consultants and independent contractors ("City's Agents") from any third party legal challenge to the City Council's denial of the appeal and approval of the Project, including, but not limited to, challenges filed pursuant to the California Environmental Quality Act (collectively "Claims"). Applicant/Owner further agrees to indemnify and hold harmless the City and the City's Agents from any award of attorney fees or court costs made in connection with any Claim.

Applicant/Owner shall execute a written agreement, in a form approved by the City Attorney, evidencing the foregoing commitments of defense and indemnification within thirty (30) days of the City Council denial of the appeal and approval of the Project. These commitments of defense and indemnification are material conditions of the approval of the Project. If Applicant/Owner fails to execute the required defense and indemnification agreement within the time allotted, the Project approval shall become null and void absent subsequent acceptance of the agreement by the City, which acceptance shall be within the City's sole and absolute discretion. Nothing contained in this condition shall prevent the City or the City's Agents from independently defending any Claim. If the City or the City's Agents decide to independently defend a Claim, the City and the City's Agents shall bear their own attorney fees, expenses, and costs of that independent defense.